

EXHIBIT 2

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16 UNITED STATES DISTRICT COURT
17 NORTHERN DISTRICT OF CALIFORNIA
18 (Oakland Division)
19

20 PAUL VELIZ, et al, On behalf of
21 Themselves and All Others Similarly
Situating.

22 Plaintiffs,

23 vs.

24 CINTAS CORPORATION, an Ohio
25 corporation; PLAN ADMINISTRATOR for
the Cintas Partners' Plan; and DOES 1-25,
26 inclusive,

27 Defendants.
28

Case No. 03-01180 (SBA)

[E-FILING]

CLASS ACTION

**JOINT STATEMENT OF THE PARTIES
IN RESPONSE TO THE COURT'S
SEPTEMBER 27, 2005 ORDER**

Date: October 18, 2005
Time: 2:00 p.m.
Courtroom: 3

1 **I. INTRODUCTION AND SCOPE OF STATEMENT**

2 In its September 27, 2005 Order, the Court ordered the parties to meet and confer and “to
3 submit a Joint Stipulation identifying: a) which plaintiffs may litigate their claims before this
4 Court, b) which plaintiffs are required to arbitrate their claims, and c) which plaintiffs the parties
5 are unable to agree fall in either of the two categories.”

6 Without waiving or altering any of the parties’ positions as previously set forth in the
7 record and without waiving or altering any objections or arguments to the characterizations as
8 phrased in the record, the parties submit this Joint Statement. To facilitate the Court’s
9 consideration of the record on the pending motions, this Joint Statement subdivides the list of
10 “disputed” plaintiffs according to the nature of the pending dispute.

11 Nothing in this Joint Statement constitutes any agreement or consent by Cintas that the
12 opt-in plaintiffs identified in Exhibits D through H hereto may be compelled to arbitrate under
13 Section 4 of the Federal Arbitration Act “FAA”) or that Cintas has somehow submitted that
14 question to this Court. Cintas states that, as to those persons listed in Exhibit E through H, it has
15 only moved to stay under Section 3 of the FAA. Plaintiffs disagree for the reasons stated in their
16 briefs to this Court.

17 **II. JOINT STATEMENT OF IDENTITY OF PLAINTIFFS BY GROUPS**

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19 **A. PLAINTIFFS WHO MAY LITIGATE THEIR CLAIMS IN THIS COURT**

20 Attached as Exhibit A is a list of those plaintiffs who the parties agree may pursue their
21 claims in Court as opposed to in arbitration.

22 **B. OPT-IN PLAINTIFFS WHO ARE REQUIRED TO ARBITRATE AND WHO MAY NOT**
23 **LITIGATE**

24 The arbitration agreements at issue in this case are described by the abbreviations used in
25 the attached lists. A key to the abbreviations and citation to where the text of such agreement
26 may be found in the record is attached as Exhibit B.
27
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1 **1. Opt-in Plaintiffs Expressly Compelled to Arbitrate Under Court's**
 2 **April 5, 2004 Order**

3 Attached hereto as Exhibit C is a list of those plaintiffs expressly compelled to arbitrate in
 4 the Court's April 5, 2004 Order compelling arbitration.

5 **2. Opt-in Plaintiffs Whom the Parties Agree are Within the Scope of the**
 6 **June 9, 2004 Stipulation and Order**

7 Attached hereto as Exhibit D is a list of those plaintiffs whom the parties agree are within
 8 the scope of the Court's June 9, 2004 Stipulation and Order compelling arbitration. As set forth
 9 in the parties' respective papers, the parties dispute whether the June 9, 2004 Stipulation and
 10 Order compelled any other plaintiffs to arbitration and the legal effect of that Stipulation and
 11 Order.

12 **3. Opt-in Plaintiffs Otherwise Subject to Enforceable Arbitration**
 13 **Agreements**

14 Without prejudice to and without waiving or altering any of the positions set forth in the
 15 parties' respective moving papers or responses thereto, the parties state that the plaintiffs listed in
 16 Exhibit E are subject to enforceable arbitration agreements under the guidelines previously
 17 established by this Court.

18 **C. PLAINTIFFS AS TO WHOM THE PARTIES DISPUTE**

19 **1. Louisiana Plaintiffs**

20 Attached hereto as Exhibit F is a list of opt-in plaintiffs as to whom Cintas contends that it
 21 has moved to stay only, and whose arbitration agreements plaintiffs contend are unenforceable
 22 under Louisiana law.

23 **2. Arizona Plaintiffs**

24 Attached hereto as Exhibit G is a list of opt-in plaintiffs as to whom Cintas contends that it
 25 has moved to stay only, and whose arbitration agreements plaintiffs contend are unenforceable
 26 under Arizona law.

27 **3. Pennsylvania Plaintiffs**

28 Attached hereto as Exhibit H is a list of opt-in plaintiffs as to whom Cintas contends that it
 has moved to stay only, and whose arbitration agreements plaintiffs contend are unenforceable
 under Pennsylvania law.

1 **4. Last Place Worked / Law Governing Clause**

2 Attached hereto as Exhibit I is a list of plaintiffs as to whom the parties disagree as to the
3 applicable law-governing clause and the effect of state law on the enforceability of the arbitration
4 agreements. .

5 **5. Plaintiffs Alleging Procedural Unconscionability**

6 Attached hereto as Exhibit J is a list of six (6) opt-in plaintiffs who have submitted
7 declarations in connection with Plaintiffs' Motion (Docket Nos. 451 and 443) challenging the
8 arbitration agreements between themselves and Cintas as procedurally unconscionable. Cintas
9 has opposed Plaintiffs' motion. (Docket Nos.463, 465-471).

10 **6. Plaintiffs Subject to Venue Motion**

11 There are 36 plaintiffs who are subject to Cintas' Motion to Dismiss as to Certain Opt-in
12 Plaintiffs for Improper Venue, etc." (Docket Nos.433, 435). Plaintiffs oppose that motion
13 (Docket Nos. 478). Those 36 plaintiffs are listed in Exhibit K hereto.
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17 Dated: September 29, 2005

SQUIRE, SANDERS & DEMPSEY L.L.P.

18
19 By: /s/
Mark C. Dosker

20 Attorneys for Defendants CINTAS
21 CORPORATION and PLAN ADMINISTRATOR
FOR THE CINTAS PARTNERS' PLAN

22 Dated: September 29, 2005

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